

# DASH License<sup>®</sup> Monthly Use

1

## DEFINITIONS

The who, when, what, how long and how much of the deal.

2

## AGREEMENT

The simple statement of what the Guest and Host agree to.

3

## HOUSE RULES

Specific rules added by the Host for the Space and the Building.

4

## LICENSE TERMS

The License itself. Enough to protect the Guest and Host for short term use of an office.

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# 1

## DEFINITIONS

AGREEMENT DATE

### GUEST:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

### SPACE DETAIL:

NAME

SPACE TYPE:

MAX OCCUPANCY:

SIZE (SQ FT):

### TERM:

START DATE:

END DATE:  
(Optional)

CANCELLATION TERMS

MINIMUM TERM

### HOST & BUILDING:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

### FEES, DEPOSIT AND TAXES:

Fees shall mean the Setup Charge due at the beginning of the Term and the Monthly Charge due on the Agreement Date for the first month and monthly thereafter, if applicable.

MONTHLY CHARGE

SETUP CHARGE

DEPOSIT

TAXES

### MARKETPLACE SERVICE:

Licenses with no End Date automatically renew after the Minimum Term.

# 1

## DEFINITIONS

### AGREEMENT DATE

shall mean the date the reservation is booked through the Service;

### CANCELLATION TERMS

shall mean the Flexible Cancellation Terms described in the section entitled "**Cancellation**" below;

### HOST

shall mean the Host and the Host's email and address shall have the values set by the Host in the Host's Profile as of the Agreement Date;

### "GUEST" OR "YOU"

shall mean the Guest and the Guest's email and address shall have the values set by the Guest in the Guest's Profile as of the Agreement Date;

### SPACE

shall be the Space the Guest reserves by booking a reservation through the Service;

### MAXIMUM OCCUPANCY

shall be the value set by the Host in the Profile for the Space as of the Agreement Date;

### BUILDING

shall be the Building in which the Space is located as set by the Host in the Profile for the Space as of the Agreement Date;

### TERM

shall mean the period of time beginning on the Start Date and ending on the later of the End Date, if specified, or the Minimum Term number of months after the Start Date of the reservation specified by the Guest and authorized by the Host;

### FEES

shall mean the "**Setup Charge**" due at the beginning of the Term and the "**Monthly Charge**" and "**Incidentals**" due on the Agreement Date for the first month and monthly thereafter, if applicable as set by the Host in the Profile for the Space as of the Agreement Date;

### DEPOSIT

shall be equal to the Monthly Charge for one month unless otherwise specified in the House Rules by the Host as of the Agreement Date;

### TAXES

shall be the taxes set by the Host and collected by the Marketplace Service on the Host's behalf;

### MARKETPLACE SERVICE

shall mean the LiquidSpace service.

# 2

## DIRECT AGREEMENT FOR SPACE HOSTING (DASH) LICENSE

This DASH (Direct Agreement for Space Hosting) License (this "Agreement") is made as of the Agreement Date between the Host and the Guest for use of the Space located in the Building.

The Host and Guest agree as follows:

### LICENSE

Subject to the terms and conditions of this Agreement, the Host grants Guest a non-transferable license to occupy and use the Space in the Building (the "**License**") during the Term and the Guest accepts such License.

### TERM

The **Term** shall be the period of time that begins on the Start Date and ends on the later of the End Date, if specified, or Minimum Term number of months after the Start Date. If no Minimum Term is specified, the Minimum Term shall be one month.

### HOUSE RULES

During the Term, the Guest agrees to accept the terms, conditions, and policies provided by the Host relating to the use of the Space, including building security procedures, IT access and use procedures, maximum occupancy limitations, specific state law requirements and other terms or procedures provided by the Host (the "**House Rules**") above. The House Rules may be revised and amended by the Host without the prior consent of the Guest; provided that Host shall provide Guest with notice of such revisions and/or amendments. In the event of a conflict between this Agreement and the House Rules, the House Rules shall govern and control.

### PAYMENT

The Guest agrees to pay the Fees, Deposits, and Taxes for use of the Space to the Host or to the Marketplace Service on behalf of the Host.

### DEFINITIONS

Capitalized terms used and not otherwise defined in this Agreement or the Exhibit and Schedules shall have the meanings set forth in the Section entitled "Definitions" below.

### ENTIRE AGREEMENT

This Agreement (including the Exhibits) constitutes the entire agreement between the Host and the Guest regarding the use of the Space and supersedes any prior agreements between the Host and Guest relating to Guest's use of the Space.

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## HOUSE RULES

### House Rules for Mohawk CoWorks

#### MOCO HOUSE RULES

We're not your normal workplace. We're not trying to do "normal" work here. We're a bunch of driven, dedicated folks on a mission to be the best versions of ourselves and make the best of our businesses! To make sure we're all on the same page we're asking you to scan through our community guidelines!

#### Hours:

Public Hours: Monday-Friday 9am-5pm (except public holiday) Evenings & Weekends by Reservation

- COWORKS MEMBERS & DAY PASS HOLDERS: 9am-5pm M-F.
- COWORKS OFFICE MEMBERS may access the premises with their Key Fob 24/7. CoWorking/Conference Space must be reserved through Member Services outside of

business operating hours

#### Access:

COWORKING ROOM: Our CoWorking room is available for use during operating hours by all members, day pass users and guests.

COWORK OFFICES: Are restricted to those who have reserved a full time office membership or an office day pass. Office Day Passes are subject to availability.

FIRST FLOOR OFFICES: Are available for access exclusively for our long term office lessees.

#### Noise:

- CONVERSATION: Keep all conversations at a reasonable volume whether on the phone or in person. Feeling a bit lively? Take it to the kitchen, your private office, outside, or one of our more isolated zones as not to cause a disruption.
- CELL PHONES: Please keep cell phone volume down to a level that does not interfere with the work of others. Where possible, please put your phone on vibrate and avoid use of speakerphone unless in a private office/conference room.
- CONFERENCE CALLS: When on a zoom call, or any conference of sorts, please utilize headphones/earbuds.

#### Guests:

- VISITOR POLICY: Guests must always remain in the presence of their Member host at all times.
- CHECK IN REQUIRED: All Guests must first check-in with our Co-Works Concierge when they enter the building.

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## HOUSE RULES

### MOCO HOUSE RULES

- GUEST COUNT: Members may host a maximum of 2 guests at a time.
- GUEST VS. DAY USE: Guests may stay for a maximum of 2 hours.
- MEMBER DAY PASS: Guests that stay beyond 2 hours will be charged a discounted rate of

\$10 for a member day pass.

- CONFERENCE GUESTS: Maximum Occupancy for our conference space is 10 people.
- EVENT SPACE - Full Reservation of the CoWorking floor must be done at least 48 hours in

advance and can only occur outside of operating hours unless a special event is approved. Reservations include use of kitchen, conference, and CoWorking room.

- Maximum # of guests for the CoWorking room is 60 people.
- Seating available for 42 people.

#### Conference Room Reservations

- BOOK AHEAD: We encourage you to book conference space through our website as far in advance as possible to guarantee your reservation.
- CONFERENCE USE: Conference rooms may be used for meetings. Virtual meetings are a valid use of "conference time".
- MAKE A RESERVATION: Access to Conference room is restricted to those who have booked through the portal.
- BOOKING TIMES: Appointments can be booked on the hour and half hour. We encourage you to be mindful of your start and finish times. Your CoWorks Community Liaison will be sure to inform you whether there are bookings before or after you!

#### General Housekeeping

- CLEAN UP: Members are expected to keep their desk and common areas clean. We have wipes available for use where any messes may be made. If you have a spill, please let your community liaison know as soon as possible.
- LOST & FOUND: Personal items should be taken with you when you leave. Items left behind can be retrieved the following business day. If you feel something has been lost or left unattended for an extended period of time, please notify our CoWorks Community Liaison who will gladly assist in finding it's owner!
- LESS IS MORE: Given the nature of our very visual office environment (lots of glass) office members are asked to keep their space tidy. If at any point the space becomes overly consumed you may be kindly asked to organize your space or relocate to a less visual

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## HOUSE RULES

location in the building. If there is no other space available, management reserves the right to collectively cancel your membership/contract.

- KITCHEN/SNACK ROOM: is expected to be kept tidy.
  - Please tend to any dishes you generate and do not leave items in the sink for others to tend to.
  - All food should be disposed of when complete.
  - Personal items remaining in refrigerator will be disposed of on Fridays.

### MOCO HOUSE RULES

- Please wipe down the microwave and any surfaces after each use.
- WATER/COFFEE/TEA/SNACKS - We ask that you enjoy but also be mindful of your consumption. Snacks are available for all to consume but are not meant to replace a meal. We're happy to provide you with directives on some amazing local restaurants if you're looking for lunch!
- TRASH: is taken out on Tuesday evening. Please dispose of your trash in the bins located at the rear of the shed in the parking lot.
- RE-DECORATING: Please do not move any furniture within the Coworking space into offices or other locations. All rolling chairs that are relocated must be returned to their home base.
- PRINTING: Each members can download print drivers onto their computer for their own purposes. Members receive up to 50 Copies per month. Prints in excess of 50 will be charged at a rate of .10 per copy.
- SCANNING: Free
- PERSONAL CHANGES: Have an updated email address? New phone number? Change of payment information? It's important you let us know as soon as possible!
- COMMUNICATION: We're here to become better together. Having an open line of communication is important to us! Be confident in knowing we're eager to hear your ideas, questions, and concerns. ([info@mohawkcoworks.com](mailto:info@mohawkcoworks.com))
- PERFECTION: there is no such thing. We're human, and fallible. Should something go wrong, we're really sorry but Mohawk CoWorks can't be held legally responsible. If our wifi goes down, power goes out, or you're hacked while on our network, it's not on us. You bet your butt\*\* however that we'll do our damndest to get to the root of the problem as quickly as we can!

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## HOUSE RULES

- **PRIVACY:** see something neat? Compliment, & connect but that idea stays right where it is. Ideas are valuable. Unless they're yours their not yours to share!
- **RESPECT:** Respect our space and everything in it. If you break something, you will be charged for replacement.
- **SMOKING/DRUG USE:** No smoking of any kind is permitted anywhere on premises. Violators will be asked to leave.
- **PERSONAL BELONGINGS:** Do not touch the belongings of other people. Need to borrow something? Ask our CoWorks Concierge and we'll gladly check our supply closet to see if we have it on hand!

### Safety & Security

- **DOORS:** Don't leave the door propped open, it's bad for security and out heating/cooling system!
- **GUESTS:** Have a guest joining you? We require that they check-in with our Community Liaison before they can join you!
- **AFTER HOURS VISITS:** It's important to us that we maintain a safe and secure building and working environment. Plan to have a guest visit outside of business hours? We require that you pre-register them with your community Liaison before their visit!

### MOCO HOUSE RULES

- **KEY FOBs:** Office Key Fob holders are granted exclusive to our full time office members providing 24/7 access. This is not a responsibility we take lightly! Key fob cannot be transferred to another individual for access or use regardless of their relationship to you. Door use is monitored through security and if transfer is observed you will indefinitely lose immediate fob access.
- **LOSS OF FOB:** You must notify us immediately if you lose your key fob. Replacement and disconnect of your lost key fob will result in a \$25 replacement fee.
- **HARASSMENT: ZERO.** Zero tolerance is how we roll. Every single MoCo member should feel welcome, comfortable and productive here regardless of their race, gender, sexual orientation, gender identity or beliefs. Just be Kind.

### Network

- **BE RESPECTFUL:** If you wouldn't do it in front of your grandmother or children, don't do it here!
- **No illegal torrenting, piracy, or downloading of prohibited materials.**
- **DOWNLOADING:** If you need to download something extremely large, please let others



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## HOUSE RULES

know or do it outside of office hours.

### Offices

- **SHORT TERM OFFICES:** Looking for a short term gig? We've got a handful of offices upstairs available on a month to month & daily pass basis!
- **LONG TERM OFFICES:** Here for the long haul? We'll refer you downstairs! All first floor offices are available exclusively for long term commitment.
- **DECORATING:** Make your space your own! Personalize all you want- we love that! Just remember that everything must be returned to its pre-occupancy condition and you're responsible for the full cost and expense if we have to replace or repair anything when you move out.

### Electricity

- **LIGHTS OUT:** If you are the last person to leave and the lights in the common spaces are still on for you, please turn the lights off.
- **TURN THINGS OFF:** Our bills go up, our prices will go up! Help us help you! Conserve energy by turning off computers, or any other devices that are not in use each night when you leave.
- **BE SMART:** Be conscious of the electricity you consume. If dramatic increases are noted leading back to excessive use from a particular item you will be issued a warning. If the excessive use continues you will be invoiced for the difference above normal use and your membership may be revoked.

### MOCO HOUSE RULES

- **SPACE HEATERS/AIR CONDITIONERS:** Use of space heaters or air conditioning units are prohibited. If you are having troubles in your office, please talk to your CoWorks Community Liaison.

### Heating & Cooling/Building Mechanicals

- **THERMOSTATS:** Do not touch or modify settings on any thermostats or any mechanical devices within the building. If service is needed, please immediately contact your CoWorks Community Liaison who will gladly get a member of our team on board to assess.

### Cancellation Policy

#### Recurring Membership Cancellation Policy:

- Unless occupancy agreements are active, memberships are provided on a month-to-month or individual day basis and are not guaranteed. We (Mohawk CoWorks, LLC) have the right to refuse membership or cancel membership at any time for any reason.
- Upon signup, you will be billed for membership in accordance with the quoted membership fee. If the membership that you purchased is a monthly membership, you will be

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## HOUSE RULES

automatically billed each month, until and unless you contact us to cancel your membership or more preferably, you can do this from within your member portal.

- You must cancel before your next billing date in order to avoid a charge for the following month-long period. You may cancel your membership renewal from by emailing [info@mohawkcoworks.com](mailto:info@mohawkcoworks.com)
- Until you terminate your membership, you authorize our billing company to charge your credit card (or other approved facility or mechanism) for the ongoing membership fee.
- There will be no refunds (or “prorated” refunds) for membership fees in the current billing period once membership payment has been made, even if you cancel your membership renewal.
- For Private office cancellations refer to your user license agreement. Pass/Reservation Cancellation Policy:
- Reservations cancelled within 48 hours of your reservation start time will not be refunded. As such, any reservations made the day before or day of are nonrefundable.
- Conference Room reservations that exceed 1 hour will only be refunded up to 50% of the total cost of the reservation, unless cancelled within 48 hours of booking.
- Conference Room & Event reservations must be cancelled more than 48 hours prior to your reservation start time in order to receive a 50% refund.
- All cancellations are subject to a \$10 or 3% (whichever is more) cancellation fee. This fee covers the fee charged to Mohawk CoWorks, LLC when refunding a payment and managing cancellations.

### MOCO HOUSE RULES

#### Contact

Please feel free to reach out to and approach our friendly CoWork Community Liaison for any of your needs! Whether it be planning a meeting, coordinating catering, or assistance with solidifying business resources, we’re happy to help guide you!

Public Operating Hours: Monday-Friday 9am-5pm (Excluding public holidays)

[info@mohawkcoworks.com](mailto:info@mohawkcoworks.com)

Community Phone: 518-627-4011

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## License Terms



### COMPLIANCE

You agree to abide by and cause your employees, agents, guests, invitees, contractors and subcontractors ("**Invitees**") to abide by this Agreement and any applicable House Rules.



### POSSESSION AND DELIVERY

The Space is accepted by the Guest in its "as-is" "where-is" condition and configuration. If, for any reason, the Host is unable to provide use of the Space at the anticipated Start Date, you agree that the Term shall be automatically postponed until possession becomes available. Host's failure to deliver possession of the Space shall not subject the Host to any liability for loss or damage, nor shall it affect the validity of the License. If the Host does not deliver possession of the Space within one week after the anticipated Start Date, the Guest shall have the right to cancel the License with no penalty and be entitled to a full refund of amounts paid.



### WORKSPACE USE AND ACCESS

You agree to use the Space provided to you for general office purposes only and you may not use the Space to carry out any illegal activities or use the Space (A) in violation of law or the House Rules, or (B) for any immoral, unlawful, or objectionable purposes. Further, you shall not use or permit the usage of any illegal drug or substance in the Space or in the Building and shall not make or permit any unreasonable or unnecessary noises or odors in or

upon the Space or the Building. You shall not commit, or suffer to be committed, any waste upon the Space or any nuisance (public or private) or other act or thing of any kind or nature whatsoever that may disturb the quiet enjoyment or cause unreasonable annoyance of any other occupants in the Building.

You agree not to exceed the Maximum Occupancy of the Space.

You shall not make alterations, additions or improvements to the Space, including the installation of lighting or any phone or data lines.

You shall not generate, store, install, dispose of or otherwise handle any hazardous materials in the Space, or in or around the Building, in any manner contrary to any applicable law. You shall be liable for the costs of any removal, clean-up and/or remediation of any hazardous materials released by you or your Invitees.

You agree that the Host has the right upon 30 days' written notice, to require that you relocate to another Space in the same Building of equal or larger size and similar configuration for the remainder of the Term, provided that the Fees for such new workspace are no greater than the Fees for your current Space.

The Host or its authorized representatives may enter the Space at any time and such access rights shall not give rise to any decrease or abatement of Fees or Taxes. Unless there is an emergency, the Host will, as a matter of courtesy, try to inform you in advance when the Host needs access to the Space to carry out testing, repair or work other than routine inspection, cleaning and maintenance. Repair work shall be done solely at the discretion of Host and the failure of Host, for any reason, to furnish any maintenance or repairs shall not render Host liable to you, constitute a constructive eviction, or give rise to a refund or abatement of Fees.

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## License Terms

You shall not cause or permit any lien to be placed on the Space, the Building or the land underlying the Building. Any such lien shall be discharged by you within 10 days of you becoming aware of such lien.



### GOOD CARE

You must take good care of and not damage, waste or make any changes to the Space or space leased or owned by the Host of which the Space is a part (the “**Host Area**”), or the Building. You shall not alter, add, replace, remove or damage any furnishings, equipment or other personal property located in, on or around the Space, the Shared Facilities, the Host Area or the Common Areas which is not owned by you or your Invitees (“**Host Personal Property**”). At the expiration or earlier termination of this Agreement, you must deliver the space and all Host Personal Property to the Host in good condition, normal wear and tear excepted. If any damage (beyond normal wear and tear) to the Space or the Host Personal Property should occur while in your care, custody or control, you agree to pay reasonable repair/replacement costs and to notify the Host immediately upon discovery of such damage occurring, but no later than 8 hours later. You are liable for any damage caused by you or your Invitees to the Space, the Shared Facilities, the Common Areas, the Host Personal Property or the Building. **YOU DISCLAIM AND WAIVE ALL WARRANTIES WITH RESPECT TO THE HOST PERSONAL PROPERTY, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**



### COMMON AREAS

If available at the Building, you may also have access to and non-exclusive use of any portions of the Building designated for common use of tenants and others (“**Common Areas**”), as, and to the extent, described in the House Rules. The Common Areas may be changed, relocated, altered, eliminated or otherwise modified at any time during the Term without the consent of, or notice to, Guest. Unless otherwise set forth in the House Rules, the right to parking is not provided under this Agreement.



### SHARED FACILITIES

If available at the Building, you may also have access to and non-exclusive use of any shared conference rooms, office equipment, and kitchenettes (the “**Shared Facilities**”) located near the Space on a first-come, first-served basis as, and to the extent, described in the House Rules. The Host may make changes to the Shared Facilities from time to time during the Term including, without limitation, removal of all or portions of the Shared Facilities without your consent or notice to you.



### KEYS AND SECURITY

Any keys or entry cards for the Space or the Building, which the Host lets you use, remain the Host’s property at all times. You shall not make any copies of them or allow anyone else to use them without the Host’s consent. Any loss of keys or

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## License Terms

entry cards must be reported to the Host immediately, and you must pay the cost of replacement keys or cards and or changing locks, if required by the Host.

You shall not place any additional locks or bolts of any kind upon any of the doors or windows of the Space or Building nor make any changes to existing locks or the mechanisms thereof.



### NAME AND ADDRESS

You may only conduct business in your name. You shall not put up any signs on the doors to the Space or Building or anywhere else, which are visible from outside the Space you are using, or the Building.



### MAIL AND PACKAGES

Mail and packages may not be delivered to you at the Space or Building unless permitted by the House Rules. The postal services may be subject to additional federal, state, and local requirements.



### CONDUCT

You acknowledge that the Host is and will continue to be an equal opportunity employer and that the Host prohibits any form of discrimination in employment, against any of its employees (whether by its employees, its clients, including you, or others), including, on the basis of race, color, creed,

religion, age, gender, marital status, sexual orientation, national origin, or disability, or other characteristics protected by law. In recognition of this policy, you and your officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees shall be prohibited from participating in any type of harassing or abusive behavior to employees of the Host or its affiliates, other clients or invitees, verbal or physical in the Building for any reason. You further agree, upon the request of the Host, to cooperate with the Host in its efforts to enforce and maintain its equal employment opportunity, non-discrimination and anti-harassment policies. The Host may immediately terminate this Agreement without cost or penalty if Guest or any of Guest's Invitees engage in any behavior that the Host deems is contrary to such policies.



### CONFIDENTIALITY

Both Host and Guest agree that during the Term and thereafter, the recipient of any non-public information of the other party that is designated as confidential or proprietary, that the receiving party knew or reasonably should have known was confidential or proprietary, or that derives independent value from not being generally known to the public ("Confidential Information"), will not at any time be disclosed to any person by such recipient or used for such recipient's own benefit or the benefit of anyone else without the prior express written consent of a corporate officer of the party that owns such Confidential Information. The parties agree that if there is a breach of this obligation by either party, the other shall have the right to request any remedy in law and/or equity including, but not limited to, appropriate injunctive relief or specific performance, as may be granted by a court of competent jurisdiction. Notwithstanding the foregoing, Guest accepts all risk to its intellectual property interests used in the Space, neither Host nor its applicable landlord shall have

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## License Terms

any liability arising from, your disclosure (whether intentional or not) of any of your Confidential Information to any third parties present in or around the Space or the Shared Facilities.



### NON-SOLICITATION

Neither Host nor Guest nor their respective employees and agents shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other during the Term and for 90 days following its termination or expiration without the prior written consent of the other party.

Either party may solicit or recruit generally in the media.

Either party may hire, without prior written consent, the other party's employee who answers any advertisement or who voluntarily applies for hire without having been personally solicited or recruited by the hiring party.



### DAMAGES AND INSURANCE

You are responsible for any damage you cause to the Space or any Host Personal Property beyond normal wear and tear. The Host has the right to inspect the condition of the Space from time to time and make any necessary repairs. You are responsible for arranging insurance for your personal property against all risks and for your liability to and for your employees and Invitees. You have the risk of damage, loss, theft or misappropriation with respect to any of your personal property and liability to and for your employees and Invitees. You agree, as a material part of the consideration to be rendered to the Host under this Agreement, to waive any right of recovery against the Host, its directors, officers, employees and its applicable landlord for any damage, loss, theft or misappropriation of your property under your control and any

liability to and for your employees and Invitees, including for injuries to you or your Invitees in or about the Space, and you agree to hold the Host exempt and harmless and defend the Host and its landlord, if applicable, from and against any damage and injury to any such person or to such property, to the extent arising from your use of the Space or from your failure to keep the premises in good condition and repair as provided in this Agreement. All property in your Space is understood to be under your control.



### PAYMENT

During the Term, you shall pay the Fees, Deposit, and Taxes to the Marketplace Service on behalf of the Host.

Upon the Agreement Date, the following are due and payable by the Guest (the "**Initial Payment**"):

- the Monthly Charge for the first full calendar month of the Term or a pro-rated portion of the Monthly Charge for the first partial month of the Term (if you start your Term after the first calendar day of the month),
- the Setup Fee,
- the Deposit,
- any applicable Taxes.

For each following month of the Term, the Monthly Charge and any applicable Taxes are due and payable on the first day of the calendar month. If the Term ends before the last calendar day of the month, the pro-rated portions of the Monthly Charge and any applicable taxes for the final partial month of the Term are due and payable.

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## License Terms

If applicable, the Host may also include additional 'one time' fees (the **"Incidentals"**) for services provided to Guest not included in the Monthly Charge. These services may include but not limited to meeting rooms, photocopying, faxing, catering, etc. The Incidentals will be collected in arrears on the first of every month and paid by Guest via the Marketplace Service.

If any payment due to Host is not received within 5 days of the due date, the Host may, at the Host's discretion, charge a late fee of 5% of the overdue amount or the Host may terminate this Agreement without cost or penalty to Host. All remaining Fees and Taxes for the remainder of the Term are immediately due and payable by the Guest.



### CANCELLATION

All Fees and Taxes paid by Guests are non-refundable, except as expressly stated in this Agreement.

The Host may cancel this agreement without cause on at least sixty (60) days notice prior to End Date.

The Host may cancel this Agreement on at least sixty (60) days' notice if a contract has been entered into for the sale of the Building.

The Host shall not cancel this Agreement except as provided in this Agreement.

#### **Flexible Cancellation Terms**

You may cancel this Agreement within one day of the Agreement Date or at least 30 days before the Start Date and receive a full refund of the Initial Payment.

If you choose to cancel after the Agreement Date plus one day, but less than 30 days before the Start Date, 50% of the Fees and Taxes will be refunded, but you are no longer obligated to pay the remaining Fees and Taxes for the Minimum Term. The Deposit will be fully refunded, if you cancel before the Start Date.

After the Start Date, if you cancel the License before the Minimum Term, (a) no refund is available for the then-current calendar month and the next full calendar month and (b) 50% of the remaining unpaid Fees and taxes for the Minimum Term are immediately due and payable unless a default has occurred and is continuing, in which case, 100% of all remaining Fees and Taxes for the remainder of the Term are immediately due and payable by the Guest.



### DEPOSIT

The Deposit will be held by Marketplace Services during the Term as security for the performance by you of all of your obligations under this Agreement. Marketplace Services may apply any portion of the Deposit to amounts owed to the Host for (A) any damage to the Host Personal Property, the Space, the Host Area, the Shared Facilities, or the Building, (B) any overdue Fees or Taxes and/or (C) amounts Host may incur for any losses or costs arising out of your default under this Agreement (including any damage or deficiency arising in connection with the relicensing of the Space), in each case solely at the discretion of the Host. If, upon the expiration or earlier termination of this Agreement, you have fully complied with all terms of this Agreement and the House Rules, remitted all amounts due and payable, and surrendered the Space and all keys, access cards, building passes and all other property provided to you by the Host (including the Host Personal Property), the Deposit shall be returned to you within 60 days after the expiration or earlier termination of the Term, less any

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## License Terms

amounts applied as described above. Marketplace Services shall not be required to maintain the Deposit in a separate account. No interest will be paid on the Deposit except as may be required by law. If any portion of the Deposit is so used or applied by Marketplace Services during the Term, then within 5 days after Host or Marketplace Services gives written notice to you, you shall deposit with Marketplace Services cash in an amount sufficient to restore the Deposit to the original amount. Failure to do so will constitute a default under this Agreement.



### RENEWAL

If an End Date is specified, the License will terminate on the End Date with no automatic renewal.

If no End Date is specified, Licenses shall automatically renew after the Minimum Term for additional one-month periods unless you give the Host or the Marketplace Service at least 30 days' notice prior to the end of then current Term.

If the Host opts to to change the Monthly Charge upon renewal, the Host will provide at least 60 days notice. There will be no additional Setup Fee for Licenses that renew.

If the Host opts to renew the License, the Host will provide at least 60 days notice.



### DEFAULT

You shall be considered in default of this License if (A) you fail to pay when due all or any portion of the Fees or Taxes, if the failure continues for 5 days after notice to you, which notice

shall be in satisfaction of and not in addition to any notice required by law (B) you fail to comply with any term of this Agreement, if the failure is not cured within 10 days after notice to you, or (C) you attempt to sublicense, assign or otherwise transfer any interest in this Agreement without Host's prior written consent. Upon any default, the Host shall have the right without notice to terminate this Agreement, in which case you shall immediately surrender the Space and the Host Personal Property to the Host. If you fail to surrender the Space and/or the Host Personal Property, the Host may, in compliance with applicable law and without prejudice to any other right or remedy, enter upon and take possession of the Space and the Host Personal Property and you shall be liable for all past due Fees and Taxes, all Fees and Taxes due for the remainder of the Term, all costs incurred by Host to retake possession of the Space and Host's Personal Property, and other losses and damages which Host may suffer as a result of Guest's default. In addition to the right to terminate this Agreement and collect damages, Host shall have the right to pursue any other remedy now or hereafter available at law or in equity.



### INDEMNITY

Except to the extent caused by the negligence or willful misconduct of the indemnified party or such party's officers, directors, employees, representatives, contractors and agents, you agree to indemnify, defend and hold the Host, its landlord, if applicable, and any mortgagee harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with your and your Invitees' use of a Space, Common Areas or Shared Facilities, or any violation of applicable law, this Agreement or House Rules. Nothing contained in this Agreement shall be construed to create privity of estate or of contract between you and Host's landlord, if applicable.



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## License Terms



### DISCLAIMER

EXCEPT AS PROVIDED HEREIN AND IN ANY HOUSE RULES, THE HOST IS PROVIDING ITS SPACE TO THE GUEST "AS IS," AND HOST DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SPACE, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. HOST CANNOT AND DOES NOT GUARANTEE AND DOES NOT PROMISE TO GUEST, ANY SPECIFIC RESULTS FROM USE OF THE SPACE. HOST DOES NOT REPRESENT OR WARRANT THAT THE SPACE WILL MEET YOUR REQUIREMENTS; THAT THE SPACE MEETS APPLICABLE LEGAL STANDARDS OR IS SAFE AND SUITABLE FOR YOUR INTENDED USE.



### LIABILITY

IN NO EVENT WILL HOST OR ITS LANDLORD OR THEIR RESPECTIVE DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES OR SUPPLIERS BE LIABLE TO GUEST, OR ANY PARTY CLAIMING THROUGH GUEST FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, ARISING FROM THE GUEST'S USE OF THE SPACE, ANY CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE MARKETPLACE SERVICE, OR GUEST'S USE OF THE SPACE, EVEN IF THE HOST IS AWARE OR HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HOST'S LIABILITY TO GUEST OR ANY PARTY CLAIMING THROUGH GUEST, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID FOR THE SPACE, IN THE 12 MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

YOU UNDERSTAND AND AGREE THAT MARKETPLACE SERVICE IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN GUEST AND HOST, NOR IS MARKETPLACE SERVICE A REAL ESTATE BROKER, AGENT OR INSURER IN CONNECTION WITH THIS AGREEMENT. THE PARTIES SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS MARKETPLACE SERVICE FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, DEMAND, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR IN CONNECTION WITH ANY USE OF THE SPACE, OR ANY VIOLATION OF APPLICABLE LAW, THIS AGREEMENT OR HOUSE RULES.



### SUSPENSION OF SERVICES

The Host may by notice suspend the provision of services (including access to the Space) for reasons of political unrest, strikes, terrorism, Acts of God or other events beyond the Host's or the Host's landlord's reasonable control.

This Agreement shall automatically terminate if the Space is rendered unusable as a result of a fire, other casualty or a condemnation. As between Host

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## License Terms

and Guest, all proceeds of any condemnation award shall belong to Host and all insurance proceeds of Host shall be retained by and belong to Host. The Host may also suspend the provision of services (including access to the Space) in the event the Space or the Building is being renovated or repaired, in which event you will be relocated to another space within the building, or if necessary, to another building, all at the Host's reasonable cost.



### SUBLICENSING

You may not sublicense, assign, transfer any interest in this Agreement or allow any third party to use any portion of the Space, the Shared Facilities or the Common Areas without Host's prior consent. Any such sublicense shall be on the same form as this Agreement and shall be consummated through the Marketplace Service.



### NO LEASE

**YOU ACKNOWLEDGE THAT THIS AGREEMENT IS NOT A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY. IT IS A CONTRACTUAL ARRANGEMENT THAT CREATES A REVOCABLE LICENSE.** The parties do not intend to create a lease or any other interest in real property for the benefit of Guest through this Agreement. The Host retains legal possession and control of the Space assigned to Guest. The Host's obligation to provide space and services to Guest is subject, in all respects, to the terms of the Host's lease

with the Host's landlord, if applicable. This Agreement and the License granted hereunder shall terminate simultaneously with the termination of the Host's master lease or the termination of the operation of the Host Area for any reason at no cost or penalty to Host. You do not have any rights under the Host's lease with its landlord, if applicable. When this Agreement expires or is earlier terminated, your License to occupy the Space shall automatically be revoked. You agree to remove your personal property and leave the Space as of the date of such expiration or termination. The Host is not responsible for your personal property left in the Space after expiration or termination. If you fail to remove your personal property, at the Host's option, such personal property shall (A) be deemed conveyed to the Host and shall become the property of the Host, or (B) be removed from the Space by the Host at the Guest's expense.



### NO BROKER

Unless documented in the House Rules, you represent that you have dealt with no broker in connection with this Agreement. You agree to indemnify, defend and hold the Host harmless from any claims of any brokers claiming to have represented you in connection with this Agreement.



### SUBORDINATION

This Agreement and any applicable House Rules are subordinate to any underlying lease, mortgage, deed of trust, ground lease or other lien now or subsequently

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## License Terms

arising upon the Space or the Building and to renewals, modifications, refinancings and extensions thereof including the Host's lease with the Host's landlord and to any other agreements to which the Host's lease is subordinate.



### HOLDING OVER

For each and every month or portion thereof that you continue to use or occupy the Space after the expiration or earlier termination of this Agreement, you shall pay Host an amount equal to the greater of (A) \$2,500 and (B) two times the Monthly Charge. Your payment of such amounts shall not be construed to extend the Term or prevent Host from immediate recovery of possession of the Space by summary proceedings or otherwise. This Section shall survive the expiration or sooner termination of this Agreement. The acceptance of any Fees after the expiration or earlier termination of this Agreement shall not preclude Host from commencing and prosecuting a holdover or summary eviction proceeding. Host and Guest hereby further agree that any statutory right to hold over beyond the expiration date or sooner termination of this Agreement is hereby waived to the fullest extent permitted by law.



### MISCELLANEOUS

All demands, approvals, consents and notices shall be sent by certified mail or electronic mail at the address specified for each party under the Section entitled "Definitions". This Agreement shall be interpreted and enforced in accordance with the laws of the state or commonwealth in which the Building is located. If either party institutes a suit against the other for violation of or to enforce this Agreement, the prevailing party shall be entitled to all of its costs and expenses, including, without limitation, reasonable attorneys' fees. Host and Guest hereby waive any right to trial by jury in any proceeding based upon a breach of this Agreement to the fullest extent permitted by applicable law. This Agreement may not be modified, amended or terminated, and Guest's obligations hereunder shall in no way be discharged, except as expressly provided in this Agreement or by written instrument executed by the parties. If any term, covenant or condition of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term, covenant or condition shall not be affected. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. Neither Host nor Guest shall have the right to record this License or any memorandum thereof.